No existing contract which unexpected events had rendered of no service could stand in the way of a new arrangement and constitute a bar to any new contract which should provide for a price that would enable both parties to protect their interests. *Goebel v. Linn,* 47 Mich. 489; 11 N. W. 484. *Hackley v. Headley,* 45 Mich. 569; 8 N. W. 511. The subsequent performance of the contract by the promisee is a sufficient consideration for the new agreement. *Monroe v. Perkins,* 9 Pick. 298; 20 Am. Dec. 475; *Rollins v. Marsh,* 128 Mass. 116.

CONTRACTS—OPTION TO RETURN STOCK—EXPIRATION—HOLIDAYS—PAGE V. SHAINWALD, 62 N. E. 356 (N. Y. App.).—*Held,* where a person, whose option to return stock falls due on a legal holiday (the next day being Sunday), does not return the stock until the next succeeding business day, the option has expired.

That a contract may expire on a legal holiday has not yet been decided; though this is the logical inference from the decisions on the subject. An insurance premium then due should be paid, *National Mut. Ben. Ass'n v. Miller,* 85 Ky. 88, and business may be transacted, *Richardson v. Goddard* 64 U. S. 23.

CORPORATIONS—CONSPIRACY—BUSINESS COMPETITION—W. VA. TRANSPORTATION CO. V. STANDARD OIL CO. ET AL., 43 S. E. 591 (W. Va.).—In an action for conspiracy, *held,* that defendants could, without liability, combine to ruin—and actually ruin—plaintiff's business by competition, withdrawing plaintiff's customers to themselves by refusal to deal with any who dealt with plaintiff, in the absence of contracts between plaintiff and his customers, and a malicious motive is immaterial; but if such withdrawal of customers was not in furtherance of defendants' own interests by competition, but merely to injure plaintiff, defendant was liable.

That what one may lawfully do, several may combine to do, is well settled. *Huttley v. Simmons,* [1898] 1 Q. B. D. 181. Where the act done is itself lawful and is in furtherance of one's own business interests and in competition, a malicious intent to injure others is immaterial. *Mogul Steamship Co. v. McGregor,* 1892, A. C. 25. Where, unlike the case reported above, breach of contract results from the act, an action will lie. *Chipley v. Atkinson,* 23 Fla. 206. But in England this is confined to contracts for service. *Bohen v. Hall,* 6 Q. B. D. 346. For mere malicious interference, in absence of competition, courts in U. S. tend to give a remedy, even in absence of contracts. *Walker v. Cronin,* 107 Mass. 555; *Rice v. Manley,* 66 N. Y. 82. But English courts deny a remedy in absence of contract. *Allyn v. Flood,* 1892 A. C. 1.

CORPORATIONS—LIEN OF BONDHOLDER ON SECURITIES—EQUITIES OF OTHER BONDHOLDERS—CAMBELL V. ANTHONY ET AL. 112 Fed. 213 (Kan.).—Corporation issued 100 bonds on securities deposited with trustee; then formed a new corporation and proposed to exchange for the old, its new debentures on the same and other securities. Plaintiff, holding four bonds, refused but the rest accepted. Through collusive sale by trustee the company obtained and deposited the securities. *Held,* plaintiff was entitled to only one-twenty-